

REMARKS

Applicants have thoroughly considered the Examiner's remarks in the December 6, 2007 Office action and have amended the application to more clearly set forth aspects of the invention. This Amendment B amends claims 1, 11-12, 23-24, 29 and 36 and cancels claim 18. No new matter has been added. Claims 1-2, 4-17, and 19-40 are thus presented in the application for further examination. Reconsideration of the application as amended and in view of the following remarks is respectfully requested.

Claim Rejections Under 35 U.S.C. §103

Claims 1, 2, 4-11, 24-33 and 36-39 stand rejected under 35 U.S.C. §103(a) as being unpatentable over US Pub. No. 2003/0212566 to Fergusson et al. and further in view of US Pub No. 2004/0122730 to Tucciarone and US Pat. No. 5850520 to Griebenow et al. Applicants respectfully submit that the combined references of Fergusson, Tucciarone Griebenow fail to disclose or suggest each and every element of the rejected claims.

Amended claim 1 is clarified to recite, in part: “receiving an incoming communication from a recipient of communications, **said received incoming communication including at least one of the following types: an electronic mail (e-mail) message, a post mail, an instant messaging message, a chat message, and a website access**; and sending information to the recipient, said information indicating at least one of the following: the stored data indicating the last time that the incoming communication from the recipient is received, the type of the incoming communication from the recipient, and whether the time between the last time of the incoming communication and the present time does not exceed the predetermined time limit such that the recipient can confirm the preexisting business relationship between recipient and sender defined under the anti-spam rules, laws and regulations.” Support for the amendments may be found in paragraphs [0026] and [0042] of the application.

Applicants respectfully disagree with the Office that Griebenow cure the deficiencies of Tucciarone and Fergusson. Applicants respectfully submit that Griebenow fails to disclose “sending information to the recipient, said information indicating at least one of the following: the stored data indicating the last time that the incoming communication from the recipient is received, the type of the incoming communication from the recipient, and whether the time between the last time of the incoming communication and the present time does not exceed the

predetermined time limit such that the recipient can confirm the preexisting business relationship between recipient and sender defined under the anti-spam rules, laws and regulations.” The fact that Griebenow discloses sending a reminder to a consumer to indicate the desire to renew the subscription fails to disclose or suggest that the reminder includes the following information which is now recited in claim 1: “the stored data indicating the last time that the incoming communication from the recipient is received, the type of the incoming communication from the recipient, and whether the time between the last time of the incoming communication and the present time does not exceed the predetermined time limit such that the recipient can confirm the preexisting business relationship between recipient and sender defined under the anti-spam rules, laws and regulations.”

Furthermore, amended claim 1 would not be obvious in light of the combined references of Fergusson, Tucciarone and Griebenow because it would be the sender’s best interest not to show to the recipient whether the predetermined time limit has or has not been exceeded and letting the recipient know the type of and the last time of the incoming communication and confirm the preexisting business relationship between the sender and recipient. Instead, and like Griebenow, Fergusson would send reminder only to encourage the recipient not to end the relationship so that the preexisting business relationship will continue, which is what a renewal reminder is for. Embodiments of the invention aim to comply with the anti-spam rules, laws and regulations and will provide the information recited in the amended claim 1 so that the recipient can fairly confirm or acknowledge the preexisting business relationship exists. Therefore, the renewal notices would not accomplish this goal. In fact, the renewal notices can be sent “after the subscription has ended,” which, when combined with Fergusson and Tucciarone, indicate that the preexisting business relationship has already ended and would not be in compliance with the anti-spam rules, laws, and regulations.

Therefore, for at least the reasons above, Applicants respectfully submit that the combined references of Fergusson, Tucciarone, and Griebenow fail to disclose or suggest each and every element of the amended claims. Hence, claims 1-2, and 4-11 are patentable over the cited art, and the rejection of claims 1-2 and 4-11 under 35 U.S.C. §103(a) should be withdrawn.

Similarly, claims 29 and 36 recite similar features and limitations that are also patentable over the combined references of Fergusson, Tucciarone, and Griebenow. Hence, the rejection of claims 24-33 and 36-39 under 35 U.S.C. §103(a) should be withdrawn.

Claims 12-19 and 23 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Fergusson, Tucciarone, Griebenow and further in view of US Pat. Pub. No. 20040128321 to Hamer. Applicants respectfully submit that Hamer fails to cure the deficiencies of Fergusson, Tucciarone, and Griebenow. Amended claim 12 recites features including: “receiving an incoming communication from a recipient of communications, said received incoming communication including at least one of the following types: an electronic mail (e-mail) message, a post mail, an instant messaging message, a chat message, and a website access; sending information to the recipient, said information indicating at least one of the following: the stored data indicating the last time that the incoming communication from the recipient is received, the type of the incoming communication from the recipient, and whether the time between the last time of the incoming communication and the present time does not exceed the predetermined time limit such that the recipient can confirm the preexisting business relationship between recipient and sender defined under the anti-spam rules, laws and regulations....” Therefore, for at least the reasons above, Applicants respectfully submit that amended claim 12 is patentable over Fergusson, Tucciarone, Griebenow and Hamer. Hence, the rejection of claims 12-19 and 13 under 35 U.S.C. §103(a) should be withdrawn.

Claims 20-21 and 34 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Fergusson, Tucciarone, Griebenow, Hamer, and further in view of US Pub. No. 20040017899 to Garfinkel et al. For at least the reasons above, Applicants respectfully submit that Garfinkel fails to cure the deficiencies of Fergusson, Tucciarone, Griebenow and Hamer. Hence, Applicants respectfully submit that claims 20-21 are patentable over Fergusson, Tucciarone, Griebenow, Hamer, and Garfinkel. Hence, the rejection of claims 20-21 and 34 under 35 U.S.C. §103(a) should be withdrawn.

Claims 22 and 35 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Fergusson, Tucciarone, Griebenow, Hamer and further in view of US Pat. No. 7155608 to Malik et al. For at least the reasons above, Applicants respectfully submit that the combined references of Fergusson, Tucciarone, Griebenow, Hamer and Malik fail to disclose each and every element

of claims 22 and 35. Hence, the rejection of claims 22 and 35 under 35 U.S.C. §103(a) should be withdrawn.

Applicants submit that the claims are allowable for at least the reasons set forth herein. Applicants thus respectfully submit that claims 1-2, 4-17, and 19-40 as presented are in condition for allowance and respectfully request favorable reconsideration of this application.

Although the prior art made of record and not relied upon may be considered pertinent to the disclosure, none of these references anticipates or makes obvious the recited aspects of the invention. The fact that Applicants may not have specifically traversed any particular assertion by the Office should not be construed as indicating Applicants' agreement therewith.

Applicants wish to expedite prosecution of this application. If the Examiner deems the application to not be in condition for allowance, the Examiner is invited and encouraged to telephone the undersigned to discuss making an Examiner's amendment to place the application in condition for allowance.

The Commissioner is hereby authorized to charge any deficiency or overpayment of any required fee during the entire pendency of this application to Deposit Account No. 19-1345.

Respectfully submitted,

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